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INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT Made and entered into, IN TRIPLICATE, this 2nd day of July, A. D. 1923, by and between THE SAN LUIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as the "RAILROAD COMPANY", party of the first part, and THE HAMILTON NATIONAL BANK, of Denver, Colorado, a banking corporation duly organized, existing and doing business under and by virtue of the National Banking Acts of the United States relating to National Banks, and authorized, by virtue of compliance with the law in such case made and provided, to exercise the rights and conduct business as a Trust Company, hereinafter referred to as the "BANK", party of the second part, and such persons, firms and corporations as may be or may become the owners of the First Mortgage Six Per Cent. Gold Bonds of said The San Luis Central Railroad Company, as may become parties hereto in the manner hereinafter provided, and hereinafter jointly referred to as the "BONDHOLDERS", parties of the third part, WITNESSETH:

WHEREAS, the Railroad Company, under date of July 1, 1913, made and executed a certain First Mortgage or Deed of Trust to The City Bank and Trust Company of the City and County of Denver, State of Colorado, as Trustee, to secure an issue of First Mortgage Six Per Cent. Gold Bonds of said Railroad Company then about to be issued, not to exceed in the aggregate the principal sum of five hundred thousand dollars (\$500,000.00), and of which bonds there are presently outstanding bonds to the princi-

or Deed of Trust of the Railroad Company, dated July 1, 1913, and is now the duly qualified and acting Trustee thereof; and

WHEREAS, all of the said outstanding First Mortgage Six Per Cent. Gold Bonds of the Railroad Company according to their terms mature and become due on the first day of July, A. D. 1923; and

WHEREAS, the Railroad Company desires the owners of the aforesaid bonds to grant to it an extension of time for the payment of the principal thereof in accordance with the terms of this agreement, and with the consent and authority of the Interstate Commerce Commission of the United States in this behalf first obtained;

NOW THEREFORE, in consideration of the premises and of the sum of one dollar (\$1.00) each to the other in hand paid before the execution and delivery of this agreement, the receipt whereof is hereby acknowledged, it is mutually and severally understood and agreed by and between the parties hereto as follows:

First: Upon presentation for that purpose to the Railroad Company, at the banking house of said The Hamilton National Bank in the City and County of Denver, Colorado, the Railroad Company will annex or affix, or cause to be annexed or affixed by said Bank as its Agent and Trustee under said First Mortgage or Deed of Trust of the Railroad Company, to each of the aforesaid outstanding First Mortgage Six Per Cent. Gold Bonds

UNITED STATES OF AMERICA

THE SAN LUIS CENTRAL RAILROAD COMPANY

FIRST MORTGAGE SIX PER CENT. GOLD BOND

CERTIFICATE OF EXTENSION

By agreement dated the _____ day of _____, A. D. 1923, between The San Luis Central Railroad Company and the holder of the attached bond No. _____, the original of which agreement is on file with The Hamilton National Bank of Denver, Colorado, as Trustee under the First Mortgage or Deed of Trust of said The San Luis Central Railroad Company, dated July 1, 1913, the time for the payment of the principal of said bond has been extended to July 1, 1943, on which date The San Luis Central Railroad Company covenants and agrees to pay to the holder of said bond the principal amount thereof, and agrees, in the meanwhile and until the payment of said principal amount, to pay interest thereon at the rate of six per cent. (6%) per annum, payable semi-annually, upon presentation and surrender of the respective coupons for such interest hereto attached. Both principal and interest are payable at the banking houses of The Hamilton National Bank in the City and County of Denver, Colorado, or the Chase National Bank in the City of New York, New York, in gold coin of the United States of America of or equivalent to the present standard of weight and fineness, without deduction for any taxes, assessments or other Governmental charges which may be required to be paid thereon or retained therefrom under any present or future law or requirement of the United States of America, or of any State, County, Municipality or other Governmental subdivision thereof.

The San Luis Central Railroad Company reserves the right to redeem and pay the principal amount of the said bond at its election as provided in said agreement.

The extension of the time for the payment of the principal amount of said bond and the making of the agreement relative thereto shall not be held or construed to affect in any respect whatsoever the validity of the said bond, or the validity or lien of the First Mortgage or Deed of Trust securing the same, which bond and the Mortgage and Deed of Trust shall continue in full force and effect and be in all respects unimpaired.

Said agreement may be signed by the President or a Vice President of said Railroad Company, and the seal may be attested by the Secretary or an Assistant Secretary of the said Railroad Company.

The coupon sheet to be annexed or attached to said extension agreement shall contain forty (40) coupons, each of which shall be in substantially the following form:

(COUPON)

No. _____ \$30.00

On the first day of _____, 19____, The San Luis Central Railroad Company will pay to bearer thirty dollars (\$30.00) gold coin of the United States, at The Hamilton National Bank, Denver, Colorado, or at the Chase National Bank in the City of New York, New York, at the option of the holder, being six (6) months' interest then due upon its First Mortgage Six Per Cent. Gold Bond No. _____; subject to the previous redemption of said bond.

Treasurer

Second: The Railroad Company hereby appoints the Bank its agent and attorney for the purpose of receiving the deposit of the aforesaid bonds from the holders thereof, and of annexing to said bonds the Certificates of Extension as aforesaid of the Railroad Company for the extension of time of payment of the principal amount thereof, and the coupon sheets relative thereto, and the Railroad Company hereby agrees to furnish to the Bank such Certificates of Extension and coupon sheets as aforesaid, for the purpose of being annexed to the aforesaid bonds.

and after the first day of July, A. D. 1923, until said bonds shall be fully paid, at the rate of six per cent. (6%) per annum, payable semi-annually, on the first days of January and July in each year, according to the tenor of the said coupons to be annexed to said bonds, both principal and interest being payable at the banking houses of The Hamilton National Bank in the City and County of Denver, Colorado, or the Chase National Bank in the City of New York, New York, in gold coin of the United States of America of or equivalent to the present standard of weight and fineness, without deduction for any taxes, assessments or other Governmental charges which may be required to be paid thereon or retained therefrom under any present or future law or requirement of the United States of America, or of any State, County, Municipality or other Governmental subdivision thereof.

Fourth: The Railroad Company shall have the right, at its election, on any interest day prior to maturity, to call in and redeem all or any of the bonds so extended as aforesaid, at the price of one thousand and fifty dollars (\$1,050.00) and accrued interest to the date of such redemption on each one thousand dollar bond, in the manner and upon the terms and conditions set forth in Article IV of said First Mortgage or Deed of Trust of the Railroad Company, dated July 1, 1913, to which reference is made for greater particularity as to the procedure incident to effecting the redemption of any such bonds.

Fifth: In case default shall be made in the payment

covenants and agreements in the said extended bonds or the First Mortgage or Deed of Trust securing the same, or herein contained, and if such last mentioned defaults shall continue for a period of ninety (90) days after written notice thereof shall have been given to the Railroad Company by the Trustee or the holders of said bonds, in the manner and to the extent provided in said First Mortgage or Deed of Trust, then and in any and every such case the principal of said bonds may be declared to be and become immediately due and payable and the security therefor become enforceable, and the Trustee of said First Mortgage or Deed of Trust securing said bonds, and the holders of said bonds, shall be entitled to the same and each and all of the rights and remedies as in said bonds or First Mortgage or Deed of Trust securing the same provided, including proceedings to enforce such security by anyone or all of the methods set forth in the said bonds and the First Mortgage or Deed of Trust securing the same.

Sixth: Said First Mortgage or Deed of Trust securing the said bonds so to be extended as aforesaid shall continue and remain a lien securing the payment of the principal and interest of all said bonds, and the lien and priority of said First Mortgage or Deed of Trust as secured by the said bonds, and all the conditions and provisions thereof, and all the rights and powers of the Trustee thereunder, and of any holder or holders of the bonds under the same in case of any default by the Railroad Company in the payment of the principal or interest of said bonds.

Mortgage or Deed of Trust and of the said bonds, then this agreement and the Certificates of Extension and coupon sheets which shall have been attached to said bonds shall at the election of the bondholders be and become null and void and of no force and effect.

Seventh: The Railroad Company covenants and agrees that the said outstanding bonds constitute, and will as extended constitute valid, legal and binding negotiable obligations for the payment of which the Railroad Company is liable, and that the mortgage and deed of trust securing the same constitutes, and will after such extension of said bonds constitute a valid, binding and subsisting lien as by said First Mortgage or Deed of Trust provided.

Eighth: The Railroad Company expressly relieves the holders of the aforesaid bonds from any and all obligations or requirements for the presentation of said bonds to and demand for the payment of the principal and/or interest thereof as the case may be, and expressly waives any and all notices of such demands, and any and all notices of any failure to make payment of the principal and/or interest of said bonds, and waives any and all demands, protests and notices of demand and protest whatever relative thereto.

Ninth: The Bank agrees to act as the agent of the Railroad Company (for the purpose of receiving the bonds for the extension in order that there may be attached thereto the extension

be conclusively deemed to be the statements of the Railroad Company only, and not of the Bank or of the bondholders.

Eleventh: The holders of said First Mortgage Six Per Cent. Gold Bonds of The San Luis Central Railroad Company may become parties to this agreement by depositing their bonds with said Bank for the purpose of having annexed thereto the Certificate of Extension and coupon sheet aforesaid, which shall have the same force and effect as if such holders had in fact subscribed their respective names to this agreement; but any of said bondholders may nevertheless subscribe this agreement in due form.

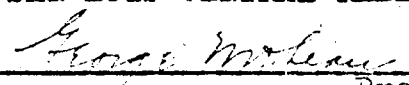
IN WITNESS WHEREOF said The San Luis Central Railroad Company has caused this agreement to be executed in its corporate name by its President or Vice President, and its seal to be hereunto affixed, and attested by its Secretary or an Assistant Secretary; and said The Hamilton National Bank has caused this agreement to be executed in its corporate name by its President or Vice President, and its seal to be hereunto affixed, attested by its Secretary or Cashier; and said bondholders have hereunto signed their names or have become parties hereto in the manner as hereinabove provided, as of the day and year first hereinabove written.

Attest:


Secretary

THE SAN LUIS CENTRAL RAILROAD COMPANY,

By


President

Attest:

J. Meekbach
Cashier

Attest:

F. C. Krauser
Secretary

Arthur S. Lusk

Arthur S. Lusk TRUSTEES

THE HAMILTON NATIONAL BANK.

By

J. B. Lusk
President

THE SAN LUIS CENTRAL RAILROAD COMPANY.

By

George McLean
President

STATE OF COLORADO,)
CITY AND COUNTY OF DENVER.) ss.

I, ROGER H. WOLCOTT, a Notary Public
in and for said City and County, in the State aforesaid, do hereby
certify that George McLean and F. C. Krauser,
who are personally known to me to be the
same persons whose names are subscribed to the annexed instrument
in writing as having executed the same respectively as President
and Secretary of The San Luis Central
Railroad Company, a corporation, and who are known to me to be
such officers respectively, appeared before me this day in person,
and severally acknowledged: That the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that
the same was thereunto affixed by the authority of said corporation;
that said instrument was by like authority subscribed with

Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd
day of July, A. D. 1923.

My commission expires September 12, 1923

Roger H. Wolcott
Notary Public

STATE OF COLORADO,)
CITY AND COUNTY OF DENVER.) ss.

I, ROGER H. WOLCOTT, a Notary Public
in and for said City and County, in the State aforesaid, do here-
by certify that J. C. Burger and E. J.
Weckbach, who are personally known to me to be the
same persons whose names are subscribed to the annexed instrument
in writing as having executed the same respectively as President
President and Cashier of The Hamilton National Bank,
a banking corporation, and who are known to me to be such officers
respectively, appeared before me this day in person, and severally
acknowledged: That the seal affixed to the foregoing instrument
is the corporate seal of said corporation; that the same was there-
unto affixed by the authority of said corporation; that said in-
strument was by like authority subscribed with its corporate name;
that the said J. C. Burger is the President

and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of July, A. D. 1923.

My commission expires September 12, 1923

Roger H. Wolcott
Notary Public

STATE OF COLORADO,)
CITY AND COUNTY OF DENVER.)

I, ROGER H. WOLCOTT, a Notary Public in and for the said City and County, in the State aforesaid, do hereby certify that George McLean and Rose M. Cogriff, who are personally known to me to be the person s whose name s are subscribed to the annexed instrument of writing, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of July, A. D. 1923.

My commission expires September 12, 1923

hereby certify that Bessie J. Cosgiff and Frederick S. Brown,
who are personally known to me to be the persons whose names
are subscribed to the annexed instrument of writing, appeared
before me this day in person, and acknowledged that they
signed, sealed and delivered the said instrument of writing as
their free and voluntary act and deed, for the uses and pur-
poses therein set forth.

Given under my hand and notarial seal, this 2nd day
of July, A. D. 1923.

My commission expires September 12, 1923

Roger H. Wolcott
Notary Public

not

Pa. R. Co.

Bank

EXTENSION AGREEMENT

between
THE SAN LUIS CENTRAL RAILROAD
COMPANY,

and

THE HAMILTON NATIONAL BANK

and

BONDHOLDERS.

To
Whom it Concerns

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Wm. H. Fox

July 31 1874

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Wm. H. Fox

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